UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN

EMILY IVEZAJ a/k/a
EMILY PROVO, :
:
Plaintiff(s), :
v. : Case No.
: Jury Trial Demanded
EQUIFAX INFORMATION SERVICES, LLC.,

Defendant(s).
_______________________________________/

COMPLAINT

The Plaintiff, Emily Ivezaj a/k/a Emily Prvo ("Plaintiff"), by and through her attorney, the Law Offices of Nicholas A. Reyna P.C., alleges the following:

Nature of Action

1. The United States Congress has found the banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued function of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C 1681 et seq. ("FCRA") to insure fair and accurate reporting, promote efficiency in the banking system and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality and a respect for the consumer's right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluation consumer credit and other information on consumers.

Parties

2. Plaintiff Emily Ivezaj aka Emily Provo ("Plaintiff") is a citizen of Michigan residing in Detroit, Michigan.

3. Defendant Equifax Information Services, LLC ("Equifax") is a foreign profit corporation and credit information provider and maintains its principal office in Atlanta Georgia.

Jurisdiction and Venue

4. This Court has jurisdiction under 15 U.S.C. § 1681p and 28 U.S.C. § 1367 and 1331.

5. Venue is proper in this Court under 28 U.S.C. 1391 as the Defendant transacts business in this jurisdiction.

Factual Background

6. On February 6, 2012, the Plaintiff's bankruptcy case (previously filed under Chapter 7of the United States Bankruptcy Code on November 16, 2011) was converted to a Chapter 13 bankruptcy case in the Eastern District of Michigan; the case number for the relevant case is 11-69593-pjs(*see Exhibit A*).

7. Pursuant to the "Automatic Stay" outlined under 11 U.S.C. §362(a)(6), following the filing of such a case a creditor is prohibited from any act to collect, assess or recover a claim against the debtor that arose before the commencement thereof. The prohibition applies to any "act" whether or not the act is related to a proceeding according to COLLIERS ON BANKRUPTCY, (15th ed. 1992). Once the case is over, the automatic stay is replaced by the discharge injunction. 11 U.S.C. §524(a). See also *In*

re Henry, 266 B.R. 457 (Bankr. C.D. Calif 2001).

8. By the terms of a proof of claim (*see Exhibit B*) first filed (and later subsequently amended twice, most recently on August 16, 2016) specific to pre-petition debt due and owing to Navient Solutions, Inc., the balance due to that creditor in the amount of $5,213.60 was to be effectively repaid during the pendency of the Plaintiff's ongoing Chapter 13 bankruptcy, which the post-discharge Chapter 13 Network information provided on behalf of the Plaintiff on June 2, 2017 confirms in fact occurred (*see Exhibit C*).

9. The Plaintiff's Chapter 13 bankruptcy case was discharged on December 12, 2016 (*see Exhibit D*).

10. At some point in March, 2017, after running a Credit Karma summary and observing several pieces of information related to her post-filing credit reporting of the since-repaid accounts through Navient Solutions, Inc. which nevertheless suggested balance(s) in fact remained currently due and owing despite the foregoing facts, the Plaintiff requested a free annual credit report from the Defendant in addition to one from Experian Information Services and Trans Union, LLC as well. The specific response subsequently received from the Defendant confirmed that current balances due and owing specific to each of three satisfied accounts through Navient and were still otherwise being reported by the Defendant with no corresponding notice regarding the fact such had been repaid during the course of the Plaintiff's Chapter 13 bankruptcy.

11. On June 5, 2017 having identified deficiencies specific to the Experian report, the Plaintiff prepared a dispute outlining same which was forwarded to the attention of both Experian and Navient simultaneously (*see Exhibit E*), whose subsequent response

dated June 19, 2017 (*see Exhibit F*) correctly revised the reporting specific to the Navient accounts as directed in the dispute to reflect the correct, $0 balance specific to each account-

NAVIENT PO BOX 9500 WILKES BARRE PA 18773 No phone number available **Partial account number** 99754794271001720060916 17... **Address identification number** 0808618515	**Date opened** Sep 2006 **First reported** Feb 2017 **Date of status** Nov 2011	**Type** Education **Terms** 22 Months **Monthly payment** Not reported	**Credit limit or original amount** $8,500 **High balance** Not reported	**Recent balance** $0 as of May 2017	**Responsibility** Individual **Status** Discharged through Bankruptcy Chapter 13 This account is scheduled to continue on record until Nov 2018 This item was updated from our processing of your dispute in Jun 2017 **Account History** Debt included in Chapter 13 Bankruptcy on Nov 16, 2011
NAVIENT PO BOX 9500 WILKES BARRE PA 18773 No phone number available **Partial account number** 99754794271001820070902617... **Address identification number** 0808618515	**Date opened** Sep 2007 **First reported** Feb 2017 **Date of status** Nov 2011	**Type** Education **Terms** 90 Months **Monthly payment** Not reported	**Credit limit or original amount** $30,856 **High balance** Not reported	**Recent balance** $0 as of May 2017	**Responsibility** Individual **Status** Discharged through Bankruptcy Chapter 13 This account is scheduled to continue on record until Nov 2018 This item was updated from our processing of your dispute in Jun 2017 **Account History** Debt included in Chapter 13 Bankruptcy on Nov 16, 2011
NAVIENT PO BOX 9655 WILKES BARRE PA 18773 **Phone number** (888) 272 5543 **Partial account number** 502935047939 **Address identification number** 0808618515	**Date opened** Jun 2003 **First reported** Jun 2003 **Date of status** Nov 2011	**Type** Education **Terms** 178 Months **Monthly payment** Not reported	**Credit limit or original amount** $5,852 **High balance** Not reported	**Recent balance** $0 as of Jun 2017	**Responsibility** Individual **Status** Discharged through Bankruptcy Chapter 13/Never late. By Jan 2024, this account is scheduled to go to a positive status This item was updated from our processing of your dispute in Jun 2017 **Account History** Debt included in Chapter 13 Bankruptcy on Nov 16, 2011

12. Subsequently, on July 5, 2017 the Plaintiff prepared parallel disputes which were subsequently forwarded to both the Defendant and Trans Union LLC due to the similar reporting errors reflected in each specific to the referenced Navient accounts (*see Exhibit G*), confirming with each agency that the amounts at issue were in fact paid in full at the time of the Plaintiff's Chapter 13 bankruptcy discharge, requesting that each account be properly revised to reflect the foregoing facts.

13. To confirm, copies of each of the above-cited disputes were likewise forwarded to Navient on the same date, with Navient confirming receipt of same on July 8, 2017 (*see Exhibit H*).

14. On or around July 14, 2017, Trans Union LLC (having presumably conferred with Navient upon their mutual receipt of the referenced dispute letter from the Plaintiff) issued a dispute response to the Plaintiff which properly revised each account's reporting

to reflect a current balance of $0 and otherwise provide the requisite confirmation that each had been included and subsequently paid in full as a part of the Plaintiff's prior Chapter 13 bankruptcy filing (*see Exhibit I*)-

NAVIENT #502935047939**** (123 JUSTISON STREET, 3RD FLOOR, WILMINGTON, DE 19801, (888) 272-5543)

Date Opened:	06/19/2003	**Balance:**	$0	**Pay Status:**	›Account Included in Bankruptcy‹
Responsibility:	Individual Account	**Date Updated:**	06/15/2017	**Terms:**	$7 per month, paid Monthly for 178 months
Account Type:	Installment Account	**Last Payment Made:**	07/20/2016		
Loan Type:	STUDENT LOAN	**High Balance:**	$5,852	**Date Closed:**	06/15/2017

Remarks: ›CHAPTER 13 BANKRUPTCY‹
Estimated month and year that this item will be removed: 01/2024

NAVIENT #99754794271001**** (123 JUSTISON STREET, 3RD FLOOR, WILMINGTON, DE 19801, (888) 272-5543)

Date Opened:	09/15/2006	**Balance:**	$0	**Pay Status:**	›Account Included in Bankruptcy‹
Responsibility:	Individual Account	**Date Updated:**	06/30/2017	**Terms:**	$52 per month, paid Monthly for 22 months
Account Type:	Installment Account	**High Balance:**	$8,500		
Loan Type:	STUDENT LOAN			**Date Closed:**	06/30/2017

Remarks: ›CHAPTER 13 BANKRUPTCY‹
Estimated month and year that this item will be removed: 10/2018

NAVIENT #99754794271001**** (123 JUSTISON STREET, 3RD FLOOR, WILMINGTON, DE 19801, (888) 272-5543)

Date Opened:	09/28/2007	**Balance:**	$0	**Pay Status:**	›Account Included in Bankruptcy‹
Responsibility:	Individual Account	**Date Updated:**	06/30/2017	**Terms:**	$51 per month, paid Monthly for 90 months
Account Type:	Installment Account	**High Balance:**	$30,656		
Loan Type:	STUDENT LOAN			**Date Closed:**	06/30/2017

Remarks: ›CHAPTER 13 BANKRUPTCY‹
Estimated month and year that this item will be removed: 10/2018

15. Subsequently on or around July 27, 2017 Equifax (like Trans Union LLC), having also presumably conferred with Navient upon their mutual receipt of the Plaintiff's dispute and requesting they provide appropriate verification of the inaccurate information in dispute, nevertheless forwarded an updated credit report in response to the Plaintiff's dispute which, unlike the responses provided by either Experian or Trans Union LLC, failed to properly update the disputed information. To be specific, no reference at all was made to the underlying Chapter 13 bankruptcy and subsequent paid-in-full status of the applicable Navient accounts no. 997547942711001XXX and/or 9975479427100172XXX, with each additionally and **falsely** indicating current balances due and owing in the amount of $4,045 and $1,109, respectively (*see Exhibit J*) when in fact those accounts had been paid in full during the pendency of the Chapter 13 bankruptcy case as evidenced by the foregoing evidence.

16. These failures were even more egregious when coupled with the fact that Equifax did, for some inexplicable reason, take care to make exactly those necessary

changes to Navient Account no. 502935047939XXX alone (*Exhibit J*), effectively validating the basis of the Plaintiff's initial dispute and then compounding their reporting failures by making the required changes to only one of the three applicable accounts. As the Trans Union LLC response verifies, those exact changes were required to all three of the relevant Navient accounts.

17. Equifax maintained the inaccurate information in the Plaintiff's consumer file as a result of the verification from the source(s) of the inaccurate information, and Equifax's own failure to conduct a proper, reasonable reinvestigation of the inaccurate information.

18. The Defendant is specifically and now solely responsible, in particular light of the specific, contrasting responses provided by Experian and Trans Union LLC, for continuing to purposefully misreport the accounts as though they were not already repaid in full as of the Plaintiff's bankruptcy discharge despite her request the information be revised to reflect such, which in turn has caused untold harm to the post-discharge credit rating of the Plaintiff. Any attempt by the Defendant to characterize this as a failure of Navient's either alone or in part is only further diminished by the fact that Navient did, apparently, properly verify the correct post-discharge information to both Experian and Trans Union LLC (and would have then presumably done the same when requested to do so by the Defendant, *if* requested to do so by the Defendant). Indeed, the fact that at least one of the three accounts at issue was subsequently and properly revised by the Defendant further highlights the foregoing.

19. Regarding the placement of a misleading notation on an obligor's credit report specific to a debt receiving 100% payment under a Chapter 13 debt repayment plan and

thus subject to the automatic stay's prohibition on acts to collect, assess, or recover a claim against a debtor such as the Plaintiff under 11 U.S.C. § 362(a)(6), previous Courts have determined such efforts "most certainly must be done in an effort to effect collection of the account." *In re Spaulding*, 116 B.R. 567, 570 (Bankr. S.D. Ohio 1990*))*. "Such a notation on a credit report is, in fact, just the type of creditor shenanigans intended to be prohibited by the automatic stay." *In re Sommersdorf*, 139 B.R. 700, 700, 701 (Bankr. S.D. Ohio 1991) (citing H.R. Rep. No. 95-195, 95th Cong. 1st. Sess. 342 (1977), reprinted in 1978 U.S. Cong. & Admin. News 5787, 6298*)*.

20. Courts within this circuit have further noted that the above-cited violations are particularly flagrant given that the creditor was being paid 100% under the plan and thus would not have prevailed on a motion for relief from the stay. *Harris v. Ft. Oglethorpe State Bank*, 21 B.R. 1019, 1022 (E.D. Tenn. 1982), *aff'd*, 721 F.2d 1052 (6th Cir. 1983)). Similarly, in *In re Singley*, 233 B.R. 170, 174 (Bankr.S.D.Ga.1999), the court found the creditor's intent in making a notation on a debtor's credit report was material in finding a violation of the automatic stay, precluding summary judgment.

21. For the foregoing reasons, the Defendant's reporting of the accounts at issue demanded exactly the type of revisions requested by the Plaintiff, such made only more demonstrably clear by the fact that the Defendant's fellow credit reporting agencies took the correct action, Trans Union specifically in response to a near identical set of errors and receipt of a near identical dispute from the Plaintiff. The Defendant can cite no precedent or statutory language under either the Fair Credit Reporting Act or the United States Bankruptcy Code to otherwise justify their failure to update the account information as requested by the Plaintiff or even notate the matter was in fact disputed.

22. "The duty to correct an incomplete or inaccurate report equally extends to the discovery of both inaccurate or incomplete consumer information and to the discovery of consumer information that is materially misleading." *Boggio v. USAA Fed. Saving Bank*, 696 F.3d 611, 614 (6th Cir. 2012).

23. Consumer reporting agencies pursuant to Section 1681e(b) of the Fair Credit Reporting Act are required to "follow reasonable procedures to assure maximum possible accuracy when preparing a consumer report." *Nelski v. Trans Union, LLC*, 86 F.App'x 840, 844 (6th Cir. 2004). Under this section, "liability flows only from a 'failure to follow (1) reasonable procedures (2) to assume maximum possible accuracy of the information (3) concerning the individual about whom the information relates. *Id* at 844. The reasonableness standard is "what a reasonably prudent person would do under the circumstances." *Id* at 844.

24. The Sixth Circuit has established that the elements necessary to assert a claim under 1681e(b) involve a Plaintiff proving (1) the Defendant reported inaccurate information about the Plaintiff; (2) the Defendant either negligently or willfully failed to follow reasonable procedures to assure maximum possible accuracy of the information about the Plaintiff; (3) the Plaintiff was injured; and (4) the Defendant's conduct was the proximate cause of the Plaintiff's injury. *Nelski* at 844.

25. A credit report is "inaccurate when it is patently incorrect or when it is misleading in such a way and to such an extent that it can be expected to have an adverse effect." *Poore v. Sterling Testing Systems, Inc.*, 410 F.Supp.2d 557 (E.D.Ky. 2006) See also *Dickens v. Trans Union Corp.*, 18 F.App'x 315, 318 (6th Circ. 2001).

26. An FCRA violation occurs when CRAs such as Equifax provide information

that creates a "materially misleading impression," that omits material to create "incomplete or inaccurate" information, or even when a furnisher fails to identify that a consumer has disputed his information, when the dispute is a bona fide one that "could materially alter how the reported debt is understood." *Boggio v. USAA Federal Sav. Bank*, 696 F.3d 611, 617-18 (6th Cir. 2012).

27. The Plaintiff seeks equitable damages, including correction of the subject trade line from the Plaintiff's credit report, along with monetary damages, both actual, punitive, and statutory due to the failure of the Defendant to properly modify the account information at issue, in whatever amount a jury finds Defendant liable, plus attorney fees, litigation costs, and court costs.

COUNT I- VIOLATION OF FAIR CREDIT REPORTING ACT BY DEFENDANT EQUIFAX INFORMATION SERVICES, LLC

28. Plaintiff incorporates by reference the aforementioned allegations as if restated fully herein word for word.

29. The Defendant prepared, compiled, issued, assembled, transferred, published, and otherwise reproduced a consumer report regarding the Plaintiff as defined under 15 U.S.C. §1681a.

30. The referenced report contained information about the Plaintiff that was false, misleading, and inaccurate.

31. By failing and/or refusing to properly investigate the Plaintiff's dispute, Equifax willfully refused and failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to the Plaintiff in violation of 15 U.S.C. § 1681e(b).

32. In the alternative, Equifax negligently refused and failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to the Plaintiff in violation of 15 U.S.C. § 1681e(b).

33. After receiving the Plaintiff's consumer dispute, Equifax willfully failed to conduct a *reasonable* investigation thereof as required by 15 U.S.C. § 1681i, such verified by the fact that Equifax failed to properly update *all* of the account information at issue after the Plaintiff issued her dispute to Equifax, in fact taking no apparent action at all as to two of the disputed accounts while taking the necessary requested action to a third, parallel account through Navient.

34. In the alternative, Equifax negligently failed to conduct a reasonable investigation as required by 15 U.S.C. § 1681i for the foregoing reasons.

35. In this instance, it is clear and obvious that Equifax (1) reported inaccurate information about the Plaintiff by failing to make any reference to the fact that the Navient accounts at issue had been previously **repaid in full** as of the Plaintiff's Chapter 13 bankruptcy discharge with no current balance thusly due and owing, (2) the Defendant either negligently or willfully failed to modify that account information following the Plaintiff's dispute, (3) the Plaintiff is now being injured by reporting on the subject account which misidentifies its' current status and fails to indicate in any way, shape, or form that the debts at issue were repaid as a part of the Plaintiff's Chapter 13 bankruptcy, and (4) but for the Defendant's conduct, that injury would not have occurred. As a result, the Defendant was clearly in violation of § 1681e(b)

36. There is simply no doubt in this instance that the information currently being

furnished by Equifax creates a materially misleading impression that the Navient accounts at issue were not repaid as a part of the Plaintiff's bankruptcy and remain currently due and owing when such is demonstrably not the case.

37. As a direct and proximate cause of Equifax's failure to perform its' required duties under the FCRA, the Plaintiff has suffered actual damages, including potential denial of credit, reduced opportunity for credit, increased costs, interest, and fees for credit, along with emotional distress, humiliation, and embarrassment.

38. False information was and continues to be furnished by the Defendant.

39. Upon reinvestigation, Equifax reported erroneous credit information and consciously avoided knowing that the credit information was inaccurate in violation of the FCRA, 15 U.S.C. §1681s2(b).

40. Equifax is liable to the Plaintiff by reason of its' violations of the FCRA in an amount to be determined by a jury together with her reasonable attorneys' fees pursuant to 15 U.S.C. § 1681o.

COUNT II- DEFAMATION

41. Plaintiff incorporates by reference the aforementioned allegations as if restated fully herein word for word.

42. The Defendant caused to be published one or more written false statements which were intended to impeach the Plaintiff's honesty, integrity, credit worthiness, and/or reputation.

43. The Plaintiff is not a public figure.

44. The statements by the Defendant as to the public represent a slur on the Plaintiff's character by each, including her honesty, integrity, virtue, or reputation, as

well as her credit worthiness.

45. The defamatory statements resulted in damages to the Plaintiff.

DEMAND FOR JUDGMENT AND RELIEF

WHEREFORE, based upon the foregoing facts, the Plaintiff respectfully requests the following relief:

(A) Statutory and actual damages in an amount to be determined by the Court.

(B) Deletion or correction of any and all accounts being wrongfully reported by the Defendant.

(C) Statutory costs and attorney fees under the FCRA.

(D) Injunctive relief, including but not limited to correction of the account.

(E) Compensatory and/or punitive damages.

(F) Any other relief which the Court deems appropriate.

Demand for Trial by Jury

Plaintiff demands trial by jury.

RESPECTFULLY SUBMITTED,

Date: October 1, 2017

/s/ Jason D. Anderson
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